

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0021	3. EFFECTIVE DATE 08/07/98	4. REQUISITION/PURCHASE REQ. NO. 0-8-10-U3-TR-A36	5. PROJECT NO. (If applicable)
6. ISSUED BY INTERNAL REVENUE SERVICE A/C (PROCUREMENT) M:P:I:CS 6009 Oxon Hill Road, 7th Floor Oxon Hill, MD 20745	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(T) X	9A. AMENDMENT OF SOLICITATION NO. TIRNO-98-R-00003 9B. DATED (SEE ITEM 11) October 23, 1997 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ____ is extended, X is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ____ is not, ____ is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

Solicitation No. TIRNO-98-R-00003 dated October 23, 1997 is hereby amended as follows:

1. The due date for revised proposals submitted in response to this amendment remains as August 11, 1998, 2:00 P.M. EST.
2. Any references to the Balance of Payments Program is deleted in its entirety. This acquisition is not covered by the Balance of Payments Program.
3. The below referenced pages are hereby revised and incorporated into Solicitation No. TIRNO-98-R-00003:

Pages D.2-7, D.11-2, D.11-4 through D.11-7, D.12-2, D.12-4 through D.12-7, E-31a through E-31d, E-32 and E-41. These pages are hereby replaced in their entirety with the attached corresponding numbered replacement pages.

4. Pages C-25b and D.2-8 have been deleted in their entirety.

VERMONT

ALBURG
ALBURG SPRINGS
BEEBE PLAIN
BEECHER FALLS
BRATTLEBORO
BURLINGTON
CANAAAN
DERBY LINE
EAST RICHFORD
ENDSBURG FALLS
FRANKLIN
HIGHGATE SPRINGS
MONTPELIER
NORTH TROY
NORTON
RICHFORD
RUTLAND
ST ALBANS
WEST BERKSHIRE

VIRGINIA

ALEXANDRIA
ARLINGTON
ASHBURN
BRISTOL
CHANTILLY
CHARLOTTESVILLE
CHESAPEAKE
DANVILLE
DULLES
DUMFRIES
FALLS CHURCH
FREDERICKSBURG
FRONT ROYAL
HAMPTON
HERNDON
LEESBURG
LYNCHBURG
NEWINGTON
NEWPORT NEWS
NORFOLK
PORTSMOUTH
REEDVILLE
RESTON
RICHMOND
ROANOKE
SPRINGFIELD

STAFFORD
STAUNTON
STERLING
VIENNA
VIRGINIA BEACH

WASHINGTON

ABERDEEN
ANACORTES
BELLINGHAM
BELLEVUE
BLAINE
BREMERTON
CURLEW
DANVILLE
EVERETT
FRIDAY HARBOR
KENNEWICK
LONGVIEW
LOOMIS
LYNDEN
METALINE FALLS
MOSES LAKE
NIGHTHAWK
OLYMPIA
OROVILLE
POINT ROBERTS
PORT ANGELES
PORT TOWNSEND
SEATTLE
SPOKANE
SUMAS
TACOMA
TUKWILA
VANCOUVER
WALLA WALLA
WENATCHEE
YAKIMA

WEST VIRGINIA

BERKLEY
BLUEFIELD
BRIDGEPORT
CHARLESTON
CLARKSBURG
HUNTINGTON
LOGAN

MARTINSBURG

[Page D.2-8 has
been deleted].

MORGANTOWN
PARKERSBURG
SOPHIA
WHEELING

WISCONSIN

APPLETON
BROOKFIELD
CUDAHY
EAU CLAIRE
GREEN BAY
JANESVILLE
LACROSSE
MADISON
MILWAUKEE
OSHKOSH
RACINE
RHINELANDER
RICE LAKE
SHEBOYGAN
WAUSAU

WYOMING

CASPER
CHEYENNE
ROCK SPRINGS
SHERIDAN
WORLAND

PUERTO RICO

AGUADILLA
CAROLINA
CEIBA
CULEBRA
FAJARDO
HATO REY
MAYAGUEZ
OLD SAN JUAN
PONCE
PUEBLO VIEJO

RAMEY
SAN JUAN
VIEQUES

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.2.	0004A B	Keyboard		X
B.9.2.	0004A C	Mouse		X
B.9.2.	0004A D	Mouse Pad		X
B.9.3.		NOTEBOOKS		
B.9.3.	0005	Total CLIN Price		
B.9.3.	0005A A	Notebook - minimum 13.1" TFT (minimum 233 MHZ MMX Pentium or equivalent) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X	
B.9.3.	0005A B	Carrying Case	X	
B.9.3.	0005A C	Battery Pack	X	
B.9.3.	0005A D	A/C Adapter	X	
B.9.3.	0005A E	PC-Card Modem (if applicable)	X	
B.9.3.	0006	Total CLIN Price		
B.9.3.	0006A A	Notebook - minimum 12.1" STN screen (minimum 166 MHZ MMX Pentium or equivalent) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X	
B.9.3.	0006A B	Carrying Case	X	
B.9.3.	0006A C	Battery Pack	X	
B.9.3.	0006A D	A/C Adapter		X
B.9.3.	0006A E	PC-Card Modem (if applicable)		X

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.4.		RAM UPGRADES - MICROCOMPUTERS		
B.9.4.	0007	16MB RAM Upgrade increments for workstations (Workstation 0001)	X	
B.9.4.	0008	16MB RAM Upgrade increments for workstations (Workstation 0002)		X
B.9.4.	0009	64MB RAM Upgrade increments for server (single processor)	X	
B.9.4.	0010	64MB RAM Upgrade increments for server (dual processor)		X
B.9.4.	0011	RAM Upgrade for notebooks to a minimum 72MB (active matrix screen)	X	
B.9.4.	0012	RAM Upgrade for notebooks to a minimum 72MB (STN screen)	X	
B.9.5.		SVGA COLOR MONITORS		
B.9.6.	0021A B	(3) tape cartridges		X
B.9.6.	0022	RESERVED		
B.9.6.	0023	RESERVED		
B.9.6.	0024	RESERVED		
B.9.6.	0025	Total CLIN Price		
B.9.6.	0025A A	CD-Reader and Recorder System, internal, for workstations and servers, entire unit including all items except for the following which are separate end products:		X
B.9.6.	0025A B	(3) platters		X
B.9.6.	0025A C	SCSI adapter card (if applicable)		X
B.9.6.	0025A D	SCSI cable (if applicable)		X
B.9.6.	0026	Total CLIN Price		
B.9.6.	0026A A	CD-Reader and Recorder System, external, for workstations and servers, entire unit including all items except for the following which are separate end products:		X

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.6.	0026A B	(3) platters		X
B.9.6.	0026A C	SCSI adapter card (if applicable)		X
B.9.6.	0026A D	SCSI cable (if applicable)		X
B.9.7.		PERIPHERAL DEVICES		
B.9.7.	0027	Internal PCMCIA Port/Socket for workstations and servers (factory installed)		X
B.9.7.	0028	Internal fax/modem for workstations and servers		X
B.9.7.	0029	Total CLIN Price		
B.9.7.	0029A A	External fax/modem for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:		X
B.9.7.	0029A B	Modem cable		X
B.9.7.	0030	PCMCIA fax/modem for workstations, servers and notebooks	X	
B.9.7.	0031	I/O Interface Card for workstations and servers		X
B.9.7.	0032	Surge and spike protector		X
B.9.7.	0033	Network Interface: 10BaseT Ethernet capabilities/connectivity for workstations and servers - 16-bit card	X	
B.9.7.	0034	Network Interface: 10Base2 Ethernet capabilities/connectivity for workstations and servers - 16-bit card		X
B.9.7.	0035	Network Interface: Token Ring capabilities/ connectivity for workstations and servers - 16-bit card		X
B.9.7.	0036	Network Interface: 10BaseT Ethernet capabilities/connectivity for workstations and servers - 32-bit card	X	

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.7.	0037	Network Interface: 10Base2 Ethernet capabilities/connectivity for workstations and servers - 32-bit card		X
B.9.7.	0038	PCMCIA 10BaseT Ethernet capabilities/connectivity		X
B.9.7.	0039	PCMCIA 10Base2 Ethernet capabilities/connectivity		X
B.9.8.		PRINTERS		
B.9.8.	0040	Total CLIN Price		
B.9.8.	0040A A	Portable Printer for notebooks, entire unit including all items except for the following which are separate end products:		X
B.9.8.	0040A B	6' parallel cable		X
B.9.8.	0040A C	A/C Adapter		X
B.9.8.	0040A D	Battery		X
B.9.8.	0040A E	Start-up Supplies		X
B.9.8.	0041	Total CLIN Price		
B.9.8.	0041A A	Ink Jet Printer for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:	X	
B.9.8.	0041A B	15' parallel cable		X
B.9.8.	0041A C	Start-up Supplies		X
B.9.8.	0042	Total CLIN Price		
B.9.8.	0042A A	Base-Capacity Laser Printer for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:	X	
B.9.8.	0042A B	15' parallel cable		X

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.8.	0042A C	Start-up Supplies		X
B.9.8.	0043	Total CLIN Price		
B.9.8.	0043A A	High-Capacity Laser Printer for workstations, servers, and notebooks, entire unit including all items except for the following which are separate end products:	X	
B.9.8.	0043A B	15' parallel cable		X
B.9.8.	0043A C	Start-up Supplies	X	
B.9.8.	0044	High-Capacity Laser Printer Network Interface: 10BaseT and 10Base2 combination Ethernet capabilities/connectivity for workstations and servers	X	
B.9.9.		POWER MANAGEMENT DEVICES		
B.9.9.	0045	Uninterruptable Power Supply (UPS) including software and drivers for servers		X
B.9.10.		NETWORK INTERFACE CARD INSTALLATION (U.S. Customs Service)		
B.9.10.	0046	GFP - Installation/Labor		X
B.9.11.		APPLICATION SOFTWARE DOS AND GUI REQUIREMENTS		
B.9.11.		Word Processing Software		
B.9.11.	0047	Corel Word Perfect, single user, to include media, license and documentation		X
B.9.11.	0048	Microsoft Word, single user, to include media, license and documentation	X	
B.9.11.	0049	Non-Specific Word Processing System, single user, to include media, license and documentation		X
B.9.11.		Spreadsheet Software		
B.9.11.	0050	Lotus 1-2-3, single user, to include media, license and documentation	X	

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.11.	0051	Microsoft Excel, single user, to include media, license and documentation		X
B.9.11.	0052	Non-Specific Spreadsheet, single user to include media, license and documentation		X
B.9.11.		Integrated Automation Software		
B.9.11.	0053	Microsoft Office Pro, single user, to include media, license and documentation	X	
B.9.11.	0054	Non-Specific Software Suite, single user, to include media, license and documentation		X
B.9.11.	0055	Non-Specific Software Suite, single user, to include media, license and documentation		X
B.9.11.		Operating System Software		
B.9.11.	0056	Microsoft Windows 95, single user, to include media, license and documentation	X	
B.9.11.	0057	Microsoft Windows NT - Workstation, single user, to include media, license and documentation	X	
B.9.11.	0058	Microsoft Windows NT - Server, 50 user, to include media, license and documentation	X	
		Additional Software		
B.9.11.	0059	Microsoft Back Office Client Access, single user, to include media, license and documentation	X	
B.9.11.	0060	Microsoft Exchange Client Access, to include media, license and documentation	X	
B.9.11.	0061	Microsoft Windows NT Client Access, to include media, license and documentation	X	
B.9.11.	0062	Microsoft Systems Management Server Client Access, to include media, license and documentation		X

RFP Section	CLIN	Description	Applicable Act	
			TAA	BAA
B.9.11.	0063	Microsoft Systems Management Server Client Access, single user, license only		X
B.9.11.	0064	Lotus Notes Desktop Client, single user, license only	X	
B.9.11.	0065	Non-Specific Operating System, can be single or multi-user, to include media, license and documentation		X
B.9.11.	0066	Non-Specific Operating System, can be single or multi-user, license only		X
B.12.		Warranty Service Outside Continental United States		
B.12.	0067	Warranty Service Outside Continental United States - workstations and notebooks*		X
B.12.	0068	Warranty Service Outside Continental United States - servers*		X

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.2.	0004A D	Mouse Pad	X
B.9.3.		NOTEBOOKS	
B.9.3.	0005	Total CLIN Price	
B.9.3.	0005A A	Notebook - minimum 13.1" TFT (minimum 233 MHZ MMX Pentium or equivalent) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X
B.9.3.	0005A B	Carrying Case	X
B.9.3.	0005A C	Battery Pack	X
B.9.3.	0005A D	A/C Adapter	X
B.9.3.	0005A E	PC-Card Modem (if applicable)	X
B.9.3.	0006	Total CLIN Price	
B.9.3.	0006A A	Notebook - minimum 12.1" STN screen (minimum 166 MHZ MMX Pentium or equivalent) Central Processing Unit, i.e. entire chassis unit including all items except the following which are separate end products:	X
B.9.3.	0006A B	Carrying Case	X
B.9.3.	0006A C	Battery Pack	X
B.9.3.	0006A D	A/C Adapter	X
B.9.3.	0006A E	PC-Card Modem (if applicable)	X
B.9.4.		RAM UPGRADES - MICROCOMPUTERS	
B.9.4.	0007	16MB RAM Upgrade increments for workstations (Workstation 0001)	X
B.9.4.	0008	16MB RAM Upgrade increments for workstations (Workstation 0002)	X

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.4.	0009	64MB RAM Upgrade increments for server (single processor)	X
B.9.4.	0010	64MB RAM Upgrade increments for server (dual processor)	X
B.9.4.	0011	RAM Upgrade for notebooks to a minimum 72MB (active matrix screen)	X
B.9.4.	0012	RAM Upgrade for notebooks to a minimum 72MB (STN screen)	X
B.9.5.		SVGA COLOR MONITORS	
B.9.5.	0013	SVGA Color Monitor with a minimum 13.7" diagonal viewing area	X

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.6.	0023	RESERVED	
B.9.6.	0024	RESERVED	
B.9.6.	0025	Total CLIN Price	
B.9.6.	0025A A	CD-Reader and Recorder System, internal, for workstations and servers, entire unit including all items except for the following which are separate end products:	X
B.9.6.	0025A B	(3) platters	X
B.9.6.	0025A C	SCSI adapter card (if applicable)	X
B.9.6.	0025A D	SCSI cable (if applicable)	X
B.9.6.	0026	Total CLIN Price	
B.9.6.	0026A A	CD-Reader and Recorder System, external, for workstations and servers, entire unit including all items except for the following which are separate end products:	X
B.9.6.	0026A B	(3) platters	X
B.9.6.	0026A C	SCSI adapter card (if applicable)	X
B.9.6.	0026A D	SCSI cable (if applicable)	X
B.9.7.		PERIPHERAL DEVICES	
B.9.7.	0027	Internal PCMCIA Port/Socket for workstations and servers (factory installed)	X
B.9.7.	0028	Internal fax/modem for workstations and servers	X
B.9.7.	0029	Total CLIN Price	
B.9.7.	0029A A	External fax/modem for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:	X

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.7.	0029A B	Modem cable	X
B.9.7.	0030	PCMCIA fax/modem for workstations, servers and notebooks	X
B.9.7.	0031	I/O Interface Card for workstations and servers	X
B.9.7.	0032	Surge and spike protector	X
B.9.7.	0033	Network Interface: 10BaseT Ethernet capabilities/connectivity for workstations and servers - 16-bit card	X
B.9.7.	0034	Network Interface: 10Base2 Ethernet capabilities/connectivity for workstations and servers - 16-bit card	X

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.7.	0035	Network Interface: Token Ring capabilities/ connectivity for workstations and servers - 16-bit card	X
B.9.7.	0036	Network Interface: 10BaseT Ethernet capabilities/connectivity for workstations and servers - 32-bit card	X
B.9.7.	0037	Network Interface: 10Base2 Ethernet capabilities/connectivity for workstations and servers - 32-bit card	X
B.9.7.	0038	PCMCIA 10BaseT Ethernet capabilities/connectivity	X
B.9.7.	0039	PCMCIA 10Base2 Ethernet capabilities/connectivity	X
B.9.8.		PRINTERS	
B.9.8.	0040	Total CLIN Price	
B.9.8.	0040A A	Portable Printer for notebooks, entire unit including all items except for the following which are separate end products:	X
B.9.8.	0040A B	6' parallel cable	X
B.9.8.	0040A C	A/C Adapter	X
B.9.8.	0040A D	Battery	X
B.9.8.	0040A E	Start-up Supplies	X
B.9.8.	0041	Total CLIN Price	
B.9.8.	0041A A	Ink Jet Printer for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:	X
B.9.8.	0041A B	15' parallel cable	X
B.9.8.	0041A C	Start-up Supplies	X

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.8.	0042	Total CLIN Price	
B.9.8.	0042A A	Base-Capacity Laser Printer for workstations, servers and notebooks, entire unit including all items except for the following which are separate end products:	X
B.9.8.	0042A B	15' parallel cable	X
B.9.8.	0042A C	Start-up Supplies	X
B.9.8.	0043	Total CLIN Price	
B.9.8.	0043A A	High-Capacity Laser Printer for workstations, servers, and notebooks, entire unit including all items except for the following which are separate end products:	X

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.8.	0043A B	15' parallel cable	X
B.9.8.	0043A C	Start-up Supplies	X
B.9.8.	0044	High-Capacity Laser Printer Network Interface: 10BaseT and 10Base2 combination Ethernet capabilities/connectivity for workstations and servers	X
B.9.9.			
B.9.9.	0045	Uninterruptable Power Supply (UPS) including software and drivers for servers	X
B.9.10.		NETWORK INTERFACE CARD INSTALLATION (U.S. Customs Service)	
B.9.10.	0046	GFP - Installation/Labor	X
B.9.11.		APPLICATION SOFTWARE DOS AND GUI REQUIREMENTS	
B.9.11.		Word Processing Software	
B.9.11.	0047	Corel Word Perfect, single user, to include media, license and documentation	X
B.9.11.	0048	Microsoft Word, single user, to include media, license and documentation	X
B.9.11.	0049	Non-Specific Word Processing System, single user, to include media, license and documentation	X
B.9.11.		Spreadsheet Software	
B.9.11.	0050	Lotus 1-2-3, single user, to include media, license and documentation	X
B.9.11.	0051	Microsoft Excel, single user, to include media, license and documentation	X
B.9.11.	0052	Non-Specific Spreadsheet, single user to include media, license and documentation	X
B.9.11.		Integrated Automation Software	

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.11.	0053	Microsoft Office Pro, single user, to include media, license and documentation	X
B.9.11.	0054	Non-Specific Software Suite, single user, to include media, license and documentation	X
B.9.11.	0055	Non-Specific Software Suite, single user, to include media, license and documentation	X
B.9.11.		Operating System Software	
B.9.11.	0056	Microsoft Windows 95, single user, to include media, license and documentation	X
B.9.11.	0057	Microsoft Windows NT - Workstation, single user, to include media, license and documentation	X

RFP Section	CLIN	Description	Applicable Act
			BAA
B.9.11.	0058	Microsoft Windows NT - Server, 50 user, to include media, license and documentation	X
		Additional Software	
B.9.11.	0059	Microsoft Back Office Client Access, single user, to include media, license and documentation	X
B.9.11.	0060	Microsoft Exchange Client Access, to include media, license and documentation	X
B.9.11.	0061	Microsoft Windows NT Client Access, to include media, license and documentation	X
B.9.11.	0062	Microsoft Systems Management Server Client Access, to include media, license and documentation	X
B.9.11.	0063	Microsoft Systems Management Server Client Access, single user, license only	X
B.9.11.	0064	Lotus Notes Desktop Client, single user, license only	X
B.9.11.	0065	Non-Specific Operating System, can be single or multi-user, to include media, license and documentation	X
B.9.11.	0066	Non-Specific Operating System, can be single or multi-user, license only	X
B.12.		Warranty Service Outside Continental United States	
B.12.	0067	Warranty Service Outside Continental United States - workstations and notebooks**	X
B.12.	0068	Warranty Service Outside Continental United States - servers*	X

(c) However, several international trade agreements have resulted in several exceptions for end products which would otherwise not be considered domestic. Among these are the Trade Agreements Act of 1979 (TAA), 19 U.S.C. §§ 2501-2582, and other statutes implementing similar trade agreements, such as the North American Free Trade Agreement (NAFTA) Implementation Act, and the U.S.–Israel Free Trade Area Agreement (IFTAA). The applicability of these trade agreements is determined by determining which of the solicitation's items are end products subject to the agreements and then ascertaining the Government cost estimate for that end product, including all options. If the cost estimate for an end product is not over the threshold for the applicability of one of the agreements, then it is not subject to the agreement's exception and the requirement to acquire a domestic product will apply. However, if an end product is over the threshold for the application of one of the agreements, and is manufactured in a country which is a signatory nation to that trade agreement with the United States, the end product will be considered "domestic" for evaluation purposes. Therefore, the BAA will not apply.

(d) In order for the Buy American Act to apply to end products contained in a solicitation, it is not necessary for the clause at FAR 52.225-3 to be included in the solicitation. Conversely, its elimination, as was accomplished in Amendment No. 0004 does not mean that the Buy American Act does not apply to at least some of the end items listed in the Schedule. Indeed, by its own terms, the clauses in Section C.3, FAR 52.225-9, Buy American Act-Trade Agreements Act-Balance of Payments Program and FAR 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program of the contract, applies the BAA and its price differential calculations to all end products that are not manufactured in the United States or a designated country as listed in FAR 25.401. The practical effect is that for the bulk of the CLINs listed in the Schedule, the TAA will apply.

(e) However, for the end products identified in the table entitled "CLIN Breakout Table", whose Government cost estimates are below the TAA threshold, either the BAA, BOP or one of the other trade agreements acts will apply. The TAA is applied as follows:

1. End products manufactured in designated countries totaling \$186,000 or above will not be subject to the BAA provisions. End products manufactured in designated countries and eligible products below \$186,000, will be subject to the BAA provisions except when either the U.S.–Israel Free Trade Agreement or NAFTA apply. |
2. If Israeli end products are proposed, the BAA will not apply if they are valued at \$50,000 or above. If these end products are valued below \$50,000, the BAA will apply.
3. If Canadian end products are proposed, the BAA will not apply if they are valued above \$25,000. If these end products are valued at \$25,000 or below, the BAA will apply.
4. If Mexican end products are proposed, the BAA will not apply if they are valued at \$53,150 or above. If these end products are valued below \$53,150, the BAA will apply. |

(f) If the BAA applies and, after calculating the price of a proposed foreign end product using the price differentials outlined in the FAR, the foreign end product price is lower than the domestic end product price, there is no prohibition for the Government to acquire the foreign end product. If the TAA applies and an end product that is manufactured in a non-designated or non-eligible country is proposed, the proposal will be deemed unacceptable and the offeror ineligible for award. The Government is prohibited from acquiring end products manufactured in non-designated or non-eligible countries under the TAA.

(g) The Balance of Payments Program (BOP) described at FAR 25.3 does not apply to this solicitation. |

(h) Below are the applicable BAA/TAA/NAFTA/BOP contract clause and solicitation provision which are currently incorporated in the RFP :

- FAR 52.225-8, Buy American Act-Trade Agreements-Balance of Payments Program Certificate
- FAR 52.225-9, Buy American Act-Trade Agreements Act-Balance of Payments Program
- FAR 52.225-21 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program and Alternate I
- FAR 52.212-3(f), Buy American Act-Trade Agreements--Balance of Payments Program Certificate
- FAR 52.212-3(g), Buy American Act-North American Free Trade Agreement Implementation Act--Balance of Payments Program Certificate

E.3.9.1. BUY AMERICAN ACT (BAA) FOR THE *SMALL BUSINESS SET-ASIDE* COMPETITION - NOTICE AND EVALUATION PROCEDURES

(a) The evaluation of the Buy American Act will be applied on an item-by-item basis. Each individual item in and of itself qualified as an end product. Individual hardware items will not be combined into a system to be evaluated as an end product. This notwithstanding, an award will be made on an all or none basis.

(b) The general rule is that the U.S. Government buys domestic products as required by the Buy American Act (BAA), 41 U.S.C. §§ 10a-10d, and as implemented by Executive Order No. 10582. The BAA accords a preference to firms offering "domestic end products" for purchase on Government supply contracts. The BAA and the Executive Order are implemented by the FAR Part 25 which requires the inclusion of clauses FAR 52.225-3 and 52.225-7.

(c) However, several international trade agreements have resulted in several exceptions for end products which would otherwise not be considered domestic. Among these are the statutes implementing trade agreements, such as the North American Free Trade Agreement (NAFTA) Implementation Act, U.S.–Israel Free Area Trade Agreement (IFTAA) and Balance of Payments Program. The applicability of these trade agreements is determined by determining which of the solicitation's items are end products subject to the agreements and then ascertaining the Government cost estimate for that end product, including all options. If the cost estimate for an end product is not over the threshold for the applicability of one of the agreements, then it is not subject to the agreement's exception and the requirement to acquire a domestic product will apply. However, if an end product is over the threshold for the application of one of the agreements, and is manufactured in a country which is a signatory nation to that trade agreement with the United States, the end product will be considered "domestic" for evaluation purposes. Therefore, the BAA will not apply.

(d) The clauses in Section C.3, FAR 52.225-3, Buy American Act - Supplies of the contract, applies the BAA and its price differential calculations to all end products that are not manufactured in the United States.

(e) All of the end products identified in the table entitled "CLIN Breakout" are subject to the BAA. The act/agreements will be applied as follows:

1. All end products will be subject to the BAA provisions except when either the U.S.–Israel Free Trade Area Agreement or NAFTA apply.

2. If Israeli end products are proposed, the BAA will not apply if they are valued at \$50,000 or above. If these end products are valued below \$50,000, the BAA will apply.

3. If Canadian end products are proposed, the BAA will not apply if they are valued above \$25,000. If these end products are valued at \$25,000 or below, the BAA will apply.

4. If Mexican end products are proposed, the BAA will not apply if they are valued at \$53,150 or above. If these end products are valued below \$53,150, the BAA will apply.

(f) If the BAA applies and, after calculating the price of a proposed foreign end product using the price differentials outlined in the FAR, the foreign end product price is lower than the domestic end product price, there is no prohibition for the Government to acquire the foreign end product.

(g) The Balance of Payments Program (BOP) described at FAR 25.3 does not apply to this solicitation. |

(h) Below are the applicable BAA contract clause and solicitation provision which are currently incorporated in the RFP : |

FAR 52.225-3, Buy American Act - Supplies
Supplement to FAR 52.212-3, Buy American Certificate |

E.3.10. TOTAL EVALUATED CONTRACT PRICE

The estimated quantities of each CLIN and sub-CLIN identified in Section B are provided for estimating purposes and are provided to take advantage of quantity discounts the offeror may provide which would be reflected in the offerors' firm fixed unit prices proposed. The evaluation will be based on 100% of the quantities listed in Section D-4 of the RFP. The offerors' proposed fixed unit prices will be multiplied by the quantities provided by the Government to arrive at a CLIN and sub-CLIN extended price. The CLIN and sub-CLIN extended prices will be adjusted for the application of the Buy American Act, and other related trade agreement acts, as applicable. Because of the likelihood of technology enhancement (See Section C.2.11., Engineering Changes), the Government will place greater reliance on the first year proposed prices versus the second year prices. Therefore, the extended and adjusted BAA prices, will be factored with the .80 for the first year and .20 for the second year. This factored price will be referred to as the total evaluated price. The basis for contract award will be determined by:

- a. The offeror that is responsible as defined in FAR Subpart 9.1;
- b. technically acceptable proposal which meets all of the mandatory requirements of the RFP;
- c. the offeror that meets the restrictions of the BAA and TAA; and
- d. the offeror, whose total evaluated price is the lowest, reasonable, balanced price for both years.

[NOTE: The actual contract prices established within the contract shall be based on the total proposed prices minus the BAA differentials.]

E.3.11. SUBMISSION OF OFFERS AND PARTICIPATION BY COMPETING COMPANIES IN TDA-3

(a) Companies that are determined to meet the criteria to be a small business concern may submit an offer to participate as a prime contractor on only one portion for TDA-3, either the full and open portion or the small business set-aside portion. In the event the Government receives an offer from the same small business firm on both portions, its proposal in response to the full and open portion will be rejected.

(b) Companies that are a large business will be submitting an offer in response to the full and open competition. In doing so, they may not also participate as a subcontractor in a Contractor team arrangement (see FAR 9.601(b)) on the portion for the small business set-aside portion, in which they would be responsible for the manufacture, assembly, integration, or resale of CLIN end-products and their total subcontract, for the potential two-year period, would be more than 35% of the total price offered by the small business set-aside "prime contractor". In the event the Government receives an offer from a large business firm on the full and open competitive portion and the same firm is included as a team member subcontractor in an offer on the small business set-aside portion, and its total potential subcontract would exceed 35% of the total price offered, its proposal

E.4.1 SUPPLEMENT TO FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS

(i) Buy American Certificate. (Applies only if FAR clause 52.225-3, Buy American Act is included in this solicitation.) [Note: This provision applies to the Small Business Set-Aside competitive portion only.]

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act-Supplies") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

(List as necessary)

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